



COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401

P. MICHAEL FREEMAN
FIRE CHIEF
FORESTER & FIRE WARDEN

April 4, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AMENDMENT NUMBER ONE TO THE AGREEMENT FOR SERVICES BY
AND BETWEEN THE CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY AND THE CITY OF LA HABRA
(ORANGE COUNTY)(FOURTH DISTRICT) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR HONORABLE BOARD, ACTING AS THE
GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT:**

- 1) Find that Amendment Number One to the Agreement for Services, by and between the Consolidated Fire Protection District of Los Angeles County ("District") and the City of La Habra ("City") is exempt from the California Environmental Quality Act.
- 2) Approve and instruct the Mayor of the Board to sign Amendment Number One to the Agreement for Services, by and between the District and the City.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On February 8, 2005, your Honorable Board adopted an Agreement for Services between the District and the City (Agreement No. 75188) that authorized the District to provide fire protection, hazardous materials, emergency medical, and all related services to the City. The commencement of services by the District to the City was effective June 30, 2005.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY

CALABASAS
CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY

DIAMOND BAR
DUARTE
EL MONTE
GARDENA
GLENORA
HAWAIIAN GARDENS
HAWTHORNE

HIDDEN HILLS
HUNTINGTON PARK
INDUSTRY
INGLEWOOD
IRVINDALE
LA CANADA FLINTRIDGE
LA HABRA

LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER
LAWDALE
LOMITA
LYNWOOD

MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT
PICO RIVERA

POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMEAD
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

This proposed Amendment Number One to the Agreement for Services addresses matters related to the transfer of service as stated below under Facts and Provisions that were not included in the Agreement for Services.

FISCAL IMPACT/FINANCING

None.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Amendment Number One would provide for the following:

- Allows the City to procure ambulance supplies from the District in order to restock the City's ambulances and to reimburse the District for the cost of such supplies;
- Allows the District to procure fuel from the City yard for the purpose of refueling District vehicles and to reimburse the City for any such fuel the District obtains. The procedures for fuel reimbursement is detailed in Schedule 15 to the Agreement for Services, which is attached to Amendment Number One; and
- Clarifies that the District will provide all landscape maintenance at City Fire Station 1 and the City will continue to be responsible for landscape maintenance of City Fire Stations 2 and 3.

County Counsel has approved Amendment Number One as to form. The City Council of La Habra approved this Amendment Number One on February 21, 2006.

IMPACT ON CURRENT SERVICES OR PROJECTS

None.

ENVIRONMENTAL DOCUMENTATION

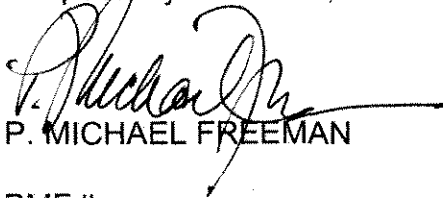
This project is statutorily exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3), as it addresses incidental matters related to the provision of services and thus it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment. A Notice of Exemption is attached.

The Honorable Board of Supervisors
April 4, 2006
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CONCLUSION

Please instruct the Executive Officer, Clerk of the Board to return two (2) fully executed originals of Amendment Number One, two (2) copies of the executed Amendment and two (2) adopted copies of this Board letter to the District. The District will forward one of the fully executed originals to the City for their records.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "P. Michael Freeman", with a long horizontal flourish extending to the right.

P. MICHAEL FREEMAN

PMF:lb

Attachments

c: Chief Administrative Officer
County Counsel

Notice of Exemption

To: ☐ Office of Planning and Research
1400 Tenth Street, Room 212
Sacramento, CA 95812-3044

☒ County Clerk
County of Los Angeles

From: (Public Agency) Cons. Fire Prot. District
1320 N. Eastern Avenue
Los Angeles, CA 90063
(Address)

Project Title: Amendment No. 1 to the Agreement for Services Between the City of La Habra and the Consolidated Fire Protection District of Los Angeles County

Project Location - Specific:

The City of La Habra

Project Location - City: La Habra

Project Location - County: Orange

Description of Project:

Amends the Agreement for services to address: restocking of ambulance supplies; refueling of fire department vehicles at the City yard; and fire station landscape maintenance.

Name of Public Agency Approving Project: Los Angeles County Board of Supervisors

Name of Person or Agency Carrying Out Project: Cons. Fire Prot. District of Los Angeles County

Exempt Status: (check one)

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☐ Categorical Exemption. State type and section number: _____
☒ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

Persuant to Section 15061 (b) (3), this project is not subject to CEQA as it can be seen with certainty that there is no possibility that it may have a significant effect on the environment.

Lead Agency

Contact Person: Lorraine Buck

Area Code/Telephone/Extension: 323 881-2404

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: [Signature] Date: 1/14/04 Title: Chief, Forestry Div.

☐ Signed by Lead Agency

Date received for filing at OPR: _____

☒ Signed by Applicant

January 2004

**AMENDMENT NUMBER ONE TO THE AGREEMENT FOR SERVICES BY AND
BETWEEN THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES
COUNTY AND THE CITY OF LA HABRA**

This Amendment Number One to the Agreement For Services, Board of Supervisors' Contract No. 75188 dated February 8, 2005, (hereinafter "Agreement"), is made and entered into as of the _____ day of _____, 200_ by and between the CITY OF LA HABRA, a municipal corporation, hereinafter called "CITY" and the CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY, hereinafter called "DISTRICT".

RECITALS

WHEREAS, the Agreement authorizes the DISTRICT to provide to the CITY fire protection, hazardous materials, emergency medical, and all related services, including dispatching, as authorized by Government Code Section 54981 and Health and Safety Code Section 13800 et. seq; and

WHEREAS, CITY and DISTRICT desire to amend the Agreement to allow the CITY to procure from the DISTRICT supplies necessary as needed to restock the CITY-owned ambulances housed at fire stations within the CITY; and

WHEREAS, CITY and DISTRICT desire to further amend the Agreement to address other matters related to the transfer of services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, CITY and DISTRICT do hereby agree that the Agreement is hereby amended as follows:

1. Section II, Paragraph (E) of the Agreement shall be amended to read as follows:
(E) The CITY provides emergency medical transportation from a CITY-owned

ambulance which is staffed by a contract provider EMT-1 personnel (hereinafter referred to as "ambulance personnel"). During the term of this Agreement, emergency medical transportation by CITY may continue to be provided from CITY-owned ambulances and ambulance personnel. Any CITY-owned ambulances and ambulance personnel which provide emergency medical transportation as provided for herein will be housed at a CITY fire station. CITY shall alter ambulance vehicles so as to clearly designate non-fire department ownership/operation.

CITY shall be responsible for managing the ambulance contract and shall require all ambulance personnel to be evaluated for trustworthiness through background checks and other screening mechanisms. The day-to-day oversight and supervision of the ambulance personnel shall be the responsibility of the DISTRICT. Hiring and discipline of ambulance personnel shall be the responsibility of the CITY. DISTRICT shall only be liable for claims and/or damages of any nature caused by its negligence or misconduct in its oversight and supervision and as otherwise provided for in this Agreement, and otherwise shall not be liable for any claims and/or damages of any nature caused by the ambulance personnel, including but not limited to worker's compensation, and third party liability claims, nor for any claims and/or damages related to the hiring and/or discipline of ambulance personnel. Ambulance personnel will be responsible for completing all necessary paperwork for billing purposes and forward all paperwork to a designated CITY staff person. CITY staff will be responsible for all transmittals, coordination, etc. with the CITY's billing company or staff.

All costs associated with the CITY's ambulance program including, but not limited to staffing, vehicle maintenance, repair and fuel, supplies, medical equipment, and drugs, shall be borne by CITY. All costs incurred by the DISTRICT associated with outfitting any City-owned ambulance assigned to provide service from within the CITY, including but not limited to communications equipment, shall be the sole responsibility of the CITY

Ambulance personnel will be responsible for obtaining medical supplies, equipment, and medicines to restock CITY ambulances separate and apart from any DISTRICT paramedic squad. DISTRICT may provide supplies necessary to restock the CITY ambulances at the CITY's request, including special order items ("ambulance

supplies"). The cost for such ambulance supplies shall be billed to the CITY and payable by the CITY to the DISTRICT within thirty (30) days of receipt of invoice, and shall be subject to the provisions contained in Section III, paragraph (K) herein. The DISTRICT shall bill the CITY for the actual cost of the ambulance supplies only and shall not impose a service charge or overhead charge to the amount billed to the CITY for ambulance supplies. In the event CITY no longer desires to procure ambulance supplies from the DISTRICT, CITY shall provide DISTRICT a ninety (90) day advance written notice. The CITY shall be responsible for purchasing from the DISTRICT any special order ambulance supplies purchased by the DISTRICT prior to the date of receipt of the ninety (90) day advance written notice by the DISTRICT.

CITY shall retain all revenue generated from the Ambulance Program. All repairs, maintenance, fueling and the replacement of the CITY's ambulance(s) shall be the physical and financial obligation of the CITY. CITY shall be responsible for the response time performance of all ambulances providing emergency transport services to the CITY.

2. Section IV, Paragraph (D) is added to the Agreement and shall read as follows:

(D) CITY shall allow the DISTRICT to obtain gasoline and diesel fuel at the CITY yard. The procedures to be followed for the purchase of the fuel and the method by which the CITY shall be reimbursed by the DISTRICT for the cost of the DISTRICT's fuel consumption shall be described in Schedule 15 attached hereto. The CITY shall bill the DISTRICT only for the actual cost of the total fuel consumption by the DISTRICT and shall not impose a service charge or overhead charge to the amount billed to the DISTRICT.

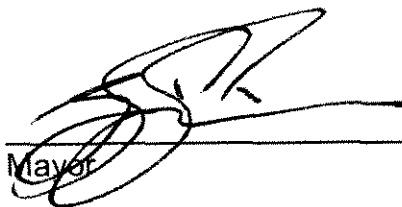
3. Section V, Paragraph (R) is added to the Agreement and shall read as follows:

(R) All routine and special maintenance of the landscaping at CITY Fire Stations 2 and 3 as identified on Schedule 3-A shall remain the sole responsibility of the CITY. All routine and special maintenance of the landscaping at CITY Fire Station 1 as identified on Schedule 3-A shall be the sole responsibility of the DISTRICT.

4. Except as set forth above, all the terms and provisions of the Agreement shall remain the same and in full force and effect.

IN WITNESS WHEREOF, CITY, by majority vote of its City Council, has caused this Amendment Number One to be executed by its Mayor and which execution has been attested to by its Clerk; pursuant to action by a majority vote of the Board of Supervisors, as governing body of the DISTRICT, the Mayor has executed this Amendment Number One on behalf of DISTRICT and which execution has been attested to by its Executive Officer.

CITY OF LA HABRA



Mayor

**CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY**

Michael D. Antonovich
Mayor, Board of Supervisors

ATTEST:



City Clerk

(SEAL)


ATTEST:

VIOLET VARONA LUKENS, Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

(SEAL)

APPROVED AS TO FORM



City Attorney

LA HABRA Amendment One.doc

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By 

Deputy

CITY OF LA HABRA - AGREEMENT FOR SERVICES

SCHEDULE 15

FUEL REIMBURSEMENT

City shall invoice District on a monthly basis for the City's cost of gasoline and/or diesel fuel pumped for District vehicles at any location where City maintains fuel tanks. Invoices shall be mailed directly to District at the following address:

Los Angeles County Fire Department
Financial Management Division
Post Office Box 910901
Los Angeles, CA 90091

Payments shall be mailed directly to the City at the following address:

City of La Habra
Finance Director
201 E. La Habra Boulevard
La Habra, CA 90631

Separate costs shall be determined for gasoline and diesel (collectively, "fuel"). The applicable rate shall be charged for the type of fuel pumped. Reimbursement shall be based upon an average per gallon cost of all applicable fuel that was purchased by the City in the month in which fuel was pumped. If no fuel was purchased by the City in the month in which fuel was pumped, the most recent monthly average purchase cost shall be used.

Any per-gallon State fuel tax shall be added to the average cost per gallon if not already included in the purchase price of the fuel.

City shall not add overhead or service charges to the fuel rates charged.

Invoices shall be due and payable 30 days from date of invoice.

Upon request of the District, City shall provide all documentation to substantiate fuel invoices.

APPROVED:

P. MICHAEL FREEMAN, FIRE CHIEF

BRAD BRIDENBECKER
CITY MANAGER

Date

Date